

## INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into and between CLALLAM COUNTY, a political subdivision of the State of Washington, hereinafter referred to as the County, and THE CITY OF SEQUIM, a municipal corporation, hereinafter referred to as City.

WHEREAS, the County is faced with a public emergency regarding treatment of septage within Clallam County;

WHEREAS, the citizens of the County are desirous of reducing costs and increasing disposal options for septage;

WHEREAS, the City owns and operates a sewer treatment facility which could be modified to handle and treat septage; and

WHEREAS, the City and County would like to work cooperatively to address the public health emergency.

NOW, THEREFORE, the County and City make the following agreement:

1. Septage from residential systems within the boundaries of the Sequim School District shall be accepted and treated at the Sequim Sewer Treatment facilities if modified to accommodate septage disposal.

2. The cost of any modifications necessary to the Sequim sewer treatment facility shall be born entirely by the County. Planning, engineering, financing, permitting and any other matter necessary to plan and construct septage disposal facilities shall be the financial and logistical responsibility of the County; the City shall have final approval of plans and designs and oversee any modification needed to the treatment facilities.

3. By execution of this agreement, the city authorizes the county, its officers, employees and agents to have access to city property and facilities in order to facilitate the County's responsibilities under paragraph (2) above. To the greatest extent possible, the County shall give the City prior oral notification of its intention to access City property or facilities.

4. Upon completion of the modification to the City property to handle septage disposal, maintenance, operation and replacement shall be the responsibility of the City and the County shall have no financial responsibility, provided however that this agreement shall not be deemed to modify the responsibility of either party under any federal or state law relating to haz-

ardous waste.

5. Nothing herein shall be deemed to inhibit the cities ability to freely use any enhancement constructed for the disposal of septage from any source.

6. The parties understand and agree that a reasonable fee will be charged for the use of the septage processing and septage disposal system, and that such fee and the manner of collection of any such fee will be initially established and modified from time to time at the discretion of the City with input from a County representative. Fees to be retained by the City of Sequim.

7. The County and the City covenant that it is the intent of both parties and the intent of this agreement to comply with all Federal and State laws, regulations and court orders. With the intent of effectuating that understanding, notwithstanding any other provision in this contract, the City of Sequim reserves the right to unilaterally rescind this agreement if, and only if, such rescission is necessary to the City's compliance with any such Federal or State laws, regulations or court orders.

8. Except as provided in paragraph (7) hereinabove, This agreement shall terminate only under the following circumstances:

a. By mutual agreement of the City and County.

CITY OF SEQUIM

By:

Edward Beggs  
Mayor

Date: 12/2/93

ATTEST:

Lonna L. Murrehead  
City Clerk

Approved as to Form

[Signature]  
City Attorney

CLALLAM COUNTY

By:

Dave Cameron  
Chair, Board of County  
Commissioners

Date: December 2, 1993

ATTEST:

Karen Flores  
Clerk of the Board

Approved as to Form

[Signature]  
Deputy Prosecuting Attorney